

Electronically Recorded

Tarrant County Texas

Official Public Records

AMENDMENT TO OIL AND GAS LEASE 11/12/2009 8:42 AM

D209298324

State: Texas

PGS 1 \$16.00

County: Tarrant

Lessor: Sidney Alfred Davidson III, a/k/a Sidney Alford Davidson III

Lessee: XTO Resources I, LP

Effective Date: 7/03/2006

Lessee, named above, is the present owner and holder of the Oil and Gas Lease (the "Lease") dated 7/03/2006, executed by Lessor, named above, recorded in instrument D206302449, of the Official Public Records of the county and state named above.

At the time this Lease was entered into, the description of lands contained in the Lease was believed by Lessor and Lessee to cover, and was intended by them to cover, all the lands and interests owned by Lessor.

Since the execution, delivery, and recording of the Lease, it has been discovered that the description of lands contained in the Lease did not adequately describe all of the lands Lessor intended to lease to Lessee. It is the desire of Lessor and Lessee to amend the description of lands contained in the Lease to accurately identify all of the lands to be covered by and subject to the terms of the Lease.

For adequate consideration, and the further consideration of the obligations and agreements contained in the Lease, Lessor acknowledges and agrees that the Lease is amended and the description of the lands to be included in and covered by the Lease is changed so that the Lease covers and includes the following lands (the "Lands") in the county and state named above:

75 acres of land, more or less, out of the G. W. Couch Survey, A-278, Tarrant County, Texas being the same land described in that deed dated October 4, 1947, from Edith Mae Duty and husband, Curtis J. Duty; Howard William Davidson and wife, Theresa Davidson; Sidney Alfred Davidson, Jr. and wife, Doris Davidson; and Vera Davidson, a widow, as Grantors to Sinclair Refining Company, as Grantee recorded in Volume 1944, Page 467, of the Deed Records, Tarrant County, Texas.

Lessor ratifies, adopts, and confirms the Lease and extends the Lease to cover the Lands, to the same extent as if the Lands had been originally included in the Lease. Lessor grants, leases, and lets to Lessee, its successors and assigns, the Lands for the purposes and upon the terms, conditions and provisions as contained in the Lease.

This Amendment shall be binding for all purposes on Lessor and Lessor's successors, heirs and assigns.

This Amendment is signed by Lessor and Lessee as of the date of acknowledgment of their signatures below, but is effective for all purposes as of the Effective Date stated above.

Lessor: \_\_\_\_\_

\_\_\_\_\_  
Sidney A. Davidson, IIISTATE OF Texas §

(ACKNOWLEDGMENT FOR INDIVIDUAL)

COUNTY OF Grayson §This instrument was acknowledged before me on the 2<sup>nd</sup> day of October2009 by Sidney A. Davidson, III

(Print Lessor name)

Notary Public Signature: \_\_\_\_\_

\_\_\_\_\_  
Melody SimpsonMy commission expires: 1-13-2010

Seal:

